



MJ Training - Terms & Conditions

Definitions-

“**MJT**” means MJ Training whose business address is 6 Peddars Court, Lowestoft, Suffolk, NR32 4TU.

“**Client**” means the individual, company or organisation placing an order for training course(s) with MJ Training in accordance with these terms and conditions.

1.0 Training Courses

- 1.1 Any training courses delivered by the **MJT** are provided under these terms and conditions. **MJT** shall provide the services to the **Client** in accordance with the description given on our Website/Brochure, or specifically agreed with the **Client**.
- 1.2 No booking will be deemed accepted by **MJT**, until a completed booking form is received or **MJT** has confirmed the booking by email to the **Client**.
- 1.3 **MJT** may at any time notify the **Client** of any changes to training courses, postpone or cancel, without liability to the **Client**. The **Client** will then be booked onto an appropriate course at no extra charge. If a specific agreement has been made to deliver course(s) for the **Client** and the trainer is unable to undertake the training course due to unforeseen circumstances, (illness, an emergency or other reason), **MJT** will provide a replacement trainer of the same calibre at their cost keeping the **Client** fully informed of the arrangements. If the arrangements made are not satisfactory to the **Client** or in the event of the course being cancelled on the day, due to unforeseen circumstances, **MJT** will not be responsible for covering the costs of providing a trainer from another company, **MJT** cannot be responsible for any costs incurred by the client due to the cancellation, but will provide dates to reschedule the course.
- 1.4 **MJT** reserves the right to refuse or restrict anyone from attending its training course(s).
- 1.5 **MJT** may at any time terminate their agreement with the **Client** by giving written notice, if the **Client** commits any Breach of the Terms and Conditions.

2.0 Charges and Cancellation Fee's

- 2.1 The price of any services delivered by **MJT** will be the price listed on our official website, unless any special terms have been agreed. The **Client** shall pay the agreed sums to **MJT** for provision of Training Course(s) at least 14 days prior to the course start date or upon receipt of a Booking Form in respect of a late booking, but in any event prior to the commencement of the Training Course, unless special terms have been agreed. Late payments will accrue interest at a rate of 2% per day, or part of.

- 2.2 All prices are correct at the time of going to print but may be subject to change without giving any written notice by **MJT**.
- 2.3 **MJT** shall be entitled to invoice the **Client** in respect of the Training Course(s) requested upon receipt of a booking form via email, post/fax or on-line medium. **MJT** reserve the right to charge a 10% non-returnable deposit to be paid when a booking is taken, to secure that date for the **Client**.
- 2.4 Should circumstances mean that you have to cancel your training course(s) the following charges will apply:
- More than two calendar weeks prior to course start date – 10% deposit if charged
- Two calendar weeks to seven calendar days prior to the course date – 25% of the course fee
- Less than seven calendar days prior to course – 50% of the course fee
- Cancellation on the day 100% of the course fee
- 2.5 The **Client** must inform **MJT** in the first instance if a course(s) are going to be cancelled. All cancellations shall be submitted to **MJT** in writing and clarification shall be sought by the **Client** from **MJT** to ensure that this instruction has been received or the above charges will apply. If possible **MJT** will endeavour to re-book a course on another day at no extra cost to the **Client**.
- 2.6 The **Client** shall be invoiced the replacement cost of any property of **MJT** (i.e. Manikins and parts) if they become damaged as a result of gross miss-use and or negligence of delegates on training courses.
- 2.7 Course certification documents will be released once receipt of payment in full.

3.0 Expenses

- 3.1 Where the trainer is required to travel to a venue and the distance exceeds 50 miles in total, **MJT** reserve the right to charge the **Client** at a rate of 0.45p per mile, (unless special terms have been agreed) and added to the **Clients** invoice.
- 3.2 Other out of pocket expenses including overnight accommodation, parking, provision of consumables i.e. wipes, manikin parts, books, handouts, photocopying may be charged to the **Client** if discussed, agreed and confirmed in writing at the time of booking.

4.0 Liability

- 4.1 Except in respect of death or personal injury resulting from our negligence, we shall not be liable, in Contract, tort (including negligence), or otherwise for:
- 4.1.1 Any loss of profit, business, contracts, revenues, or anticipated savings; or

- 4.1.2 Any special, indirect, or consequential damages of any nature whatsoever, resulting from any act or omission on our part or any other person authorised by us.
- 4.2 Nothing in this agreement excludes or limits our liability for:
 - 4.2.1 Death or personal injury caused by our negligence;
 - 4.2.2 Fraud or Fraudulent misrepresentation;
 - 4.2.3 Any deliberate breaches of these terms and conditions that would entitle you to terminate the contract; or
 - 4.2.4 Any matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 4.3 For the avoidance of doubt, any (CPR) resuscitation (successful or otherwise) carried out by the **Client** or third party, is carried out entirely at their own risk. We accept no liability for any special, direct, indirect, consequential damages of any nature whatsoever resulting from any actual or attempted resuscitation.

5 On-Site Training Courses

- 5.1 The **Client** is responsible for providing adequate facilities for on-site training courses. Should facilities not meet requirements (for example, with regards to Health & Safety); **MJT** reserves the right to terminate an event at full charge to the **Client**.

6 Data Protection

- 6.1 You consent to the computer storage and processing of your personal data by us in connection with this agreement and to the transmission of this data across **MJT** and its business partners for the purpose of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. All personal data is kept in accordance with the new GDPR regulations and a full copy of our Privacy Policy can be found on our website.

7 Intellectual Property Rights

- 7.1 All Intellectual property rights arising in or arising out of or in connection with our services shall be owned by **MJT**.
- 7.2 All training and course materials are the exclusive property of **MJT**.

8 The Law

- 8.1 These terms and conditions and all the other expressed terms of the contract shall be governed and constructed in accordance with the Laws of England and Wales.